

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA,
FORT MYERS DIVISION

In the Matter of:

JOSE LUIS IBARRA
ROSA MARIA IBARRA

CASE No. 9-15-bk-12723-FMD
Chapter 7

Debtor(s)/

**MOTION FOR APPROVAL OF STIPULATION RE: TRUSTEE'S
OBJECTION TO CLAIM OF EXEMPTION AND AMENDMENTS THERETO (IF ANY)**

Comes now Diane L. Jensen as Trustee in Bankruptcy of the above captioned matter, by and through her undersigned counsel, and she does hereby move unto this Honorable Court for approval of Stipulation Re: Trustee's Objection to Claim of Exemption and Amendments Thereto (if any), attached hereto, and as grounds therefor would state that she believes it would be in the best interest of the bankruptcy estate for the Stipulation to be approved and said Stipulation is not a compromise.

NOTICE OF OPPORTUNITY FOR OBJECTION AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files a response within 21 days from the date set forth on the proof of service attached to this paper plus an additional three days for service. If you object to the relief requested in this paper, you must file your response with the Clerk of the Court at United States Bankruptcy Court, 801 N. Florida Avenue, Suite 555, Tampa, FL 33602-3899, and serve a copy on the movant's attorney, Diane L. Jensen, P. O. Drawer 1507, Fort Myers, FL 33902-1507, and a copy on Assistant U. S. Trustee, 501 E. Polk Street, Suite 1200, Tampa, FL 33602, within the time allowed.

If you file and serve a response within the time permitted, the Court may schedule and notify you of a hearing, or the Court may consider the response and may grant or deny the relief requested without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

WHEREFORE, Movant prays that the stipulation be approved and the Debtors be directed to comply with the terms stated therein.

I hereby certify that a true and correct copy of the above and foregoing has been served by electronic notice if registered in the Electronic Case Filing System, otherwise by U. S. Mail on the following: **CYNTHIA P. BURNETTE**, Ass't U.S. Trustee, **JOSE LUIS IBARRA & ROSA MARIA IBARRA**, 4009 6th St W , Lehigh Acres, FL 33971-1215, **JUAN J. PILES**, 4905 Chiquita Blvd., Ste. 103, Cape Coral, FL 33914, and all parties on the mailing matrix on this

4-22-16

PAVESE LAW FIRM
Attorneys for Trustee
Post Office Drawer 1507
Fort Myers, Florida 33902
(239) 336-6263
(239) 332-2243 – fax

By: /s/ Diane L. Jensen
Diane L. Jensen
Florida Bar #:153607

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA,
FORT MYERS DIVISION

In the Matter of:

JOSE LUIS IBARRA
ROSA MARIA IBARRA

CASE No. 9-15-bk-12723-FMD
Chapter 7

Debtor(s)/

**STIPULATION RE: TRUSTEE'S OBJECTION TO
CLAIM OF EXEMPTION AND AMENDMENTS THERETO (IF ANY)**

Come now Diane L. Jensen, Trustee in Bankruptcy of the above captioned case, and JOSE LUIS IBARRA & ROSA MARIA IBARRA, by and through their undersigned counsel, and they do hereby stipulate as follows:

1. Trustee filed an Objection to Claim of Exemption under Section 522, and this Stipulation is intended to resolve Trustee's original Objection and amendments thereto, if any, filed prior to the date of this Stipulation.

2. Debtors exceed their entitlement to claim of exemption by \$5,100.67 including their 2015 tax refund, which has been paid to them post-petition. The Trustee and the Debtors have reached an agreement wherein the Debtors will surrender the personal property described hereafter and appraised at \$2,430.00: Coleman Powermate 400 generator; wood trim sofa and loveseat; Samsung flat top range; Samsung side-by-side refrigerator; and Samsung washer and dryer. Debtors shall be permitted to repurchase the equity in the non-exempt portion of the property as described in column 4 of the attached Exhibit A (Asset Worksheet) Asset Numbers 2, 3, 8, 9, 10, 11, 13, and 14, for a purchase price of \$2,670.67, as itemized in Column 10, together with a service charge of \$240.00 for a total purchase price of \$2,910.67, payable at \$291.67 per month, beginning May 24, 2016 with subsequent payments being due on the 24th day of each month thereafter until the entire balance has been paid in full. If the full amount is paid in a lump sum by the first payment due date, the service fee shall be waived. Said payments are to be made payable to DIANE L. JENSEN, TRUSTEE, and sent to P. O. Drawer 1507, Fort Myers, FL 33902, no cash payments. In the event the payment is not *received* by the Trustee no later than five calendar days after the due date, and the Trustee sends a demand letter, the Debtor agrees to pay a late fee of Fifty Dollars (\$50) for each letter sent, which will be added to the following payment due. In the event a check is returned to the Trustee for insufficient funds, the Debtor agrees to pay a returned check fee of \$50.00

3. All tax returns shall be filed on a timely basis, but no later than October 15, of the year for which the return is due if an appropriate extension has been obtained. Debtor(s) shall provide a copy of the complete tax return within seven (7) days of filing the tax return, and shall provide a copy of any extensions sought within seven (7) days of filing the extension. Debtor(s) shall pay the bankruptcy estate's portion to the Trustee for any refunds received directly by Debtor(s) within seven (7) days of receipt of the refund.

4. The above described Stipulation is subject to Notice being sent to all creditors, and no objections being filed or higher bids being submitted. In the event a higher bid is received, Trustee shall notify the Debtor and arrange an auction. Further, in the event the Debtor is not the high bidder, for any property being repurchased at private sale, Debtor will receive a refund of any funds paid for said property.

5. To the extent this Stipulation includes repurchase of any vehicles, the Debtors shall provide proof of insurance to the Trustee with the first payment due hereunder, and further, Debtors acknowledge that the Trustee has a security interest in the vehicles to the extent of the entire repurchase amount and will agree, if requested, to execute a Notice of Lien to perfect Trustee's security interest therein, and will agree to pay any lien fees. This Stipulation shall also constitute a security agreement in any and all assets being repurchased to the extent of the amount of the Stipulation. In addition to providing Trustee with Proof of Insurance, the Debtors also agree to surrender the original Certificate of Title of any and all unliened vehicles to the Trustee, which Certificate of Title the Trustee shall hold until all sums are paid in full. Debtors will also provide notice to their insurance company of the lien of the Trustee and shall have Trustee listed as loss payee on any applicable policy, which shall also provide that the Trustee be notified of any cancellation of insurance. Failure to maintain insurance shall constitute a default of the Stipulation.

6. In the event any payment is not made, the Trustee shall give written notice to the Debtors and Debtors' counsel, at the last address of record. If the Debtors fail to cure the default within ten days from the date of the letter, the Trustee shall have the right to accelerate the remaining balance due and to file a Motion for Entry of Final Judgment for said sums together with estimated attorney's fees and costs for the need to file an adversary proceeding to deny or revoke the Debtors' discharge. A Final Judgment based on the Motion shall be entered without further notice or hearing. Further, the Trustee shall have the right to file suit seeking the revocation or denial of the Debtors' discharge, as appropriate, due to the Debtors failing to comply with the terms of the Stipulation.

7. With regard to any property being surrendered, vehicles, boats and trailers shall be delivered to the Trustee's designated representative within ten (10) days of the execution of this Stipulation, together with the original titles and keys. In the event the original titles or keys cannot be located, the Debtors shall apply and pay for a duplicate title and if keys cannot be located, the Debtors shall pay for the costs of obtaining same. Jewelry and other small valuables shall be delivered to the Trustee at 1833 Hendry Street, Fort Myers, FL 33901, within ten (10) days of the execution of this Stipulation. For any larger items, the Debtors shall provide color photos (or printed pictures if photos taken digitally) of same, clearly labeled with the Debtors' name and case number, to the Trustee within 10 days from the date of this Stipulation and shall preserve said assets, without charging the Trustee storage fees, pending sale and deliver the assets to the purchaser(s) presenting a Bill of Sale after sale. If items to be surrendered are sold, or items are disposed of by the Debtors without the Trustee's consent, the Debtors shall be responsible to pay to the Trustee the appraised value of any such item. If items are delivered

without coordination with the Trustee's representative and a proper receipt obtained from said representative, any items missing or damaged will be determined and the Debtors shall be assessed for any damage or loss as a result of having left assets with an unauthorized person.

DATED this 4/19/16.

PAVESE LAW FIRM
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By: 

Diane L. Jensen
Florida Bar No. 153607

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4905 Chiquita Blvd., Ste. 103
Cape Coral, FL 33914
(239) 443-5900

By: 

JUAN J. PILES

File No. 59915.593

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INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT

Case Number: 15-12723

Case Name: IBARRA, JOSE LUIS / IBARRA, ROSA MARIA

1	2	3	4	5	6	7	8	9	10	11
Asset Description (Scheduled and Unscheduled Property)	Sequence Code	Petition Value	Asset Number	Adjusted Value Determined by Trustee	Allowed Exemptions	Amount of Secured Liens	Value Determined by Trustee Less Liens and Exemptions	Sales / Funds Received by the Estate	Balance to be Received by the Estate	Aban- doned
TAX REFUND							630.67		630.67	
handgun			13	630.67			230.00		230.00	
SINGLE-FAMILY HOME,	A	325.00	14	230.00					FA	
(2001 FORD F150 XLT MILEAGE: 180,105)	A	87,198.00	1	87,198.00	87,198.00	64,242.00			355.00	
(1995 DODGE RAM 1500 MILEAGE:	A	2,980.00	2	2,980.00	2,625.00				900.00	
(2014 ARTIC CAT ATV)	A	900.00	3	900.00					FA	
(2011 FORD EXPLORER LIMITED	A	3,250.00	4	3,250.00		4,706.00			FA	
(2008 MERCURY MARINER)	A	24,000.00	5	24,000.00		27,795.37			FA	
(2015 FOUR WHEELER)	A	8,100.00	6	8,100.00		13,908.00			FA	
SOFA, LOVESEAT, RECLINER,	A	6,200.00	7	6,200.00		8,486.00			FA	
REFRIGERATOR, STOVE, WASHER &	A	1,250.00	8	2,105.00	1,250.00				855.00	
MISCELLANEOUS WEARING APPAREL	A	400.00	9	1,960.00					1,960.00	
MISCELLANEOUS COSTUME JEWELRY	A	75.00	10	90.00	75.00				15.00	
BANK OF AMERICA CHECKING	A	50.00	11	205.00	50.00				155.00	
		425.00	12	425.00	425.00				FA	
Totals		135,153.00		138,273.67	91,623.00	119,137.37	5,100.67	0.00	5,100.67	